

3600.6535-D1
August 10, 2005 (2:05pm)

Docket: AM-6535.D1

Remarks

Claims 1-18 remain in the application.

The sole amendment corrects an obvious spelling error in claim 17. The Examiner has rejected claims 1, 4, 5, and 10 under 35 U.S.C. §102(a) as being anticipated by Fai Lai (U.S. Patent 6,217,716).

The Examiner has rejected claims 1, 4, 5, 6, 10, and 12 under 35A U.S.C. §102(a) as being anticipated by Lai et al. (U.S. Patent 6,444,105, hereafter Lai '105).

The Examiner has rejected claims 1-3, 8, 10, and 12-14 under 35 U.S. §103(a) as being obvious over Fai Lai or Lai '105 in view of Gopalraja et al (EP 1119017, hereafter Gopalraja).

The Examiner has rejected claims 1 and 7 under 35 U.S.C. under 35 U.S.C. §103(a) as being obvious over Fai Lai or Lai '105 in view of Haag et al. (U.S. Patent 6,337,001, hereafter Haag), Glocker et al. (U.S. Patent 5,069,770) and Kumar (U.S. Patent 5,178,743).

These rejections are all traversed. The all depend upon Fai Lai or Lai '105 for the recitation of the magnet or magnetic means not extending above the roof. The Examiner states that Fai Lai and Lai '105 teach magnets that are not above the roof but rather are rather adjacent to the roof. This interpretation of the claim language needs to be withdrawn.

Fai Lai and Lai '105 both teach a side magnet '116 or 103 that extends along the sidewalls of the hollow cathode target 120 or 104 to an upper point vertically above the level of the roof 118, 104. Whether this point is adjacent the roof is not material. The only material point is whether that point is above the roof.

Applicants are entitled to be their own lexicographers. Applicants' illustrated side magnets do not extend above a level of their target roof. Applicants have stated in the last response the side magnets of Fai Lai and Lai '105 do extend above the roof. The file wrapper now shows the meaning of the phrase.

Further, the Examiner is misconstruing "above" to mean "over." When one says a road is above the lake, one does not require the road to be a bridge but only above a level of the lake.

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The preposition "above" is defined in *Webster's New Collegiate Dictionary*, 1961 as "in or to a higher place than, higher than, over." The first two definitions clearly cover the magnet spacing of Fai Lai and Lai '105 while the less favored third definition may or may not cover it. The Examiner is required to use the broadest reasonable interpretation of a dispute term. The broadest meaning of "above" and indeed the most common meaning does not mean "directly over." Hence, the claims read upon the side magnets of neither Fai Lai nor Lai '105 and therefore should be allowable.

The Examiner has rejected claims 11 and 15-18 under 35 U.S.C. §103(a) as being obvious over presumably Fai Lai or Lai '105 in view of Gopalraja, although the references are not cited and further in view of Haag.

The Examiner has rejected claims 1 and 9 under 35 U.S.C. §103(a) as being obvious over Fai Lai or Lai '105 in view of Glocker.

These rejections are all traversed. The all depend upon Fai Lai or Lai '105 for the recitation of the magnet or magnetic means not extending above the roof. The Examiner states that Fai Lai and Lai '105 teach magnets that are not above the roof but rather are rather adjacent to the roof. This interpretation of the claim language needs to be withdrawn.

Fai Lai and Lai '105 both teach a side magnet 116 or 103 that extends along the sidewalls of the hollow cathode target 120 or 104 to an upper point vertically above the level of the roof 118, 104. Whether this point is adjacent the roof is not material. The only material point is whether that point is above the roof.

Applicants are entitled to be their own lexicographers. Applicants' illustrated side magnets do not extend above a level of their target roof. Applicants have stated in the last response the side magnets of Fai Lai and Lai '105 do extend above the roof. The file wrapper now shows the meaning of the phrase.

Further, the Examiner is misconstruing "above" to mean "over." When one says a road is above the lake, one does not require the road to be a bridge but only above a level of the lake. The preposition "above" is defined in *Webster's New Collegiate Dictionary*, 1961 as "in or to a higher place than, higher than, over." The first two definitions clearly cover the magnet spacing

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The dependent claims are not separately argued here but will be argued in the appeal.

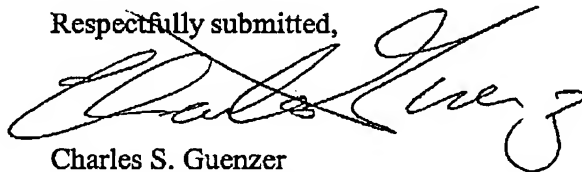
The Examiner is requested to contact the undersigned attorney at the listed telephone number to discuss possible Examiner's amendments which would allow this case to issue without the need for an appeal. Applicants are willing to insert additional language to convey what was originally intended and what is believed to be the clear meaning of the present language. For example, claim 1 could be amended to recite "but not extending in a direction parallel to the central axis above a plane perpendicular to the central axis and including a back of said roof."

Entry of the amendment is requested under 37 CFR 1.116 as putting the application in better form for appeal.

In view of the above amendments and remarks, reconsideration and allowance of all claims are respectfully requested. If the Examiner believes that a telephone interview would be helpful, he is invited to contact the undersigned attorney at the listed telephone number, which is on California time.

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Respectfully submitted,



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